

Exhibit 2

COUNTERPART NO. ____ OF 4 SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UCC, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LEASE AGREEMENT

This Lease Agreement is made as of May 12, 2021 by and between BANK OF UTAH, not in its individual capacity but solely as Owner Trustee ("Lessor"), for the benefit of Willis Lease Finance Corporation ("Beneficiary"), and, PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a company registered and governed by the laws of Pakistan, whose registered address and principal place of business is at PIA Head Office Building, Jinnah International Airport, Karachi, 75200, Pakistan ("Lessee").

This Lease Agreement refers to and incorporates herein the terms of the International Air Transport Association IATA Document No. 5016-00 Master Short-Term Engine Lease Agreement dated December 1, 2002 ("**Master Agreement**"). This Lease Agreement modifies the Master Agreement, and as modified constitutes a single contract applicable to the leasing of the Engine defined below. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Engine described in Part 1 herein, subject to the terms and conditions of this Lease Agreement.

Part I – Referenced Provisions

"N/A" denotes non-applicability:

<p>1. Engine (clause 2.3.1(i); annex 1, definition)</p> <p>Manufacturer: CFM International</p> <p>Engine Model: CFM56-5B4/P (NTI)</p> <p>QEC: S/N NSN, P/N 642K9001-211, including the components set forth in Appendix C hereto (excluding <i>[insert itemized excluded parts per LOI, e.g. Major Vendor Items, Exhaust Systems, Nose Cowl, etc.]</i>, and other parts so identified in Appendix C hereto).</p> <p>Engine Serial Number: 575195</p> <p>Shipping Stand Cradle P/N AM-2718-01, S/N 191</p> <p>Base P/N am-2563-227, S/N 482</p> <p>MVP Bag: P/N: 53071-WL2-NTP</p> <p>Serviceability Tag: TCCA Form 1 with EASA dual release and CAAC Form AAC-038</p> <p>Thrust: 27,000 pounds</p> <p>Horsepower: Rated in excess of 550 horsepower</p>	<p>2A+B. Engine Flight Hours (2A) and Engine Flight Cycles (2B) /Since Last Overhaul (clause 2.3.1(ii); Annex 1, Definitions)</p> <p>Time Since New: 61,348.25</p> <p>Time Since Overhaul: *</p> <p>Cycles Since New: 28,907</p> <p>Cycles Since Overhaul: *</p> <p>* See Block 13, Engine Documentation</p>
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<p>3A. Additional Conditions Precedent to Lessee's Obligations (clause 2.3.1(iii))</p> <p>N/A</p> <p>3B. Additional Conditions Precedent to Lessor's Obligations (clause 2.3.3)</p> <p>a. Receipt of any payments due on or prior to the Commencement Date (see Schedule 1);</p> <p>b. Receipt of a copy of Lessee's maintenance program approved by the FAA (or Lessee's maintenance program approved by the applicable regulatory agency which shall be equivalent FAA FAR 121) with respect to the maintenance schedule for the applicable Engine;</p> <p>c. The pre-positioning with Lessor's FAA counsel of duly executed original counterparts of the Lease Agreement in proper form for filing with the FAA.</p> <p>d. Receipt by Lessor of a copy of the LRMA (as defined in Schedule 1) duly executed by Lessee.</p> <p>e. If Lessee knows the aircraft on which the Engine will be installed before the date of delivery of the Engine, Lessee will obtain an executed copy of a Recognition Agreement, substantially in the form attached hereto as Appendix H.</p> <p>f. Receipt by Lessor of the insurance (and, if required, reinsurance) certificates and brokers' letters of undertaking required by clause 8.2.1 of the Master Agreement.</p> <p>g. Receipt by Lessor of a duly executed original Deregistration Power of Attorney given by Lessee in favor of Lessor, substantially in the form attached hereto as Appendix I.</p> <p>h. Receipt by Lessor of a duly executed original Lessee Acknowledgment substantially in the form attached hereto as Appendix J.</p>	<p>4. Conditions Precedent Time Period (clause 2.3.2)</p> <p>N/A</p>
<p>5. Commencement Date (clause 2.4.1; annex 1, definition)</p> <p>May 18, 2021</p>	<p>6. Acceptance Certificate (clause 2.4.2; annex 1 definition)</p> <p>Required</p>
<p>7. Deposit and/or Letter of Credit (clause 3.1)</p> <p>See Schedule 1 attached</p>	<p>8. Rent (clause 3.2; annex 1, definition)</p> <p>See Schedule 1 attached</p>
<p>9. Rent Payment Date (clause 3.2; annex 1, definition)</p> <p>On Commencement Date and on the same day of the month each month thereafter during the Term</p>	<p>10. Default Rate (clause 3.5; annex 1, definition)</p> <p>Four and one half per cent (4.25%) per annum over LIBOR (as determined by reference to offered rate for deposits in U.S. Dollars for a period of one month on the first day of the applicable month, and published by the British Bankers Association, "LIBOR"), but not to exceed the maximum amount permitted by law.</p>
<p>11. Agreed Currency (clause 3.7.2; annex 1, definition)</p> <p>United States Dollars</p>	<p>12. Payment Account (clause 3.7.2; annex 1, definition)</p> <p>City National Bank Los Angeles, California ABA No.: 122 016 066 Swift Code: CINUS6L Account No.: 432633411 Account Name: Willis Lease Finance Corporation or such other account as designated by Lessor in writing</p>

<p>13. Engine Documentation (clause 4.2.1 (i)) At delivery Lessor will provide:</p> <ul style="list-style-type: none"> a. TCCA Form 1 with EASA dual release and CAAC Form AAC-038 Serviceability Tags b. Life Limited Parts List (disk profile) attached as Appendix B hereto) c. Component and QEC List attached as Appendix C hereto d. Plus all additional documentation specified in the separate technical document delivery letter dated on or about the date of this Lease Agreement. 	<p>14. Engine Reports – Other Information (clause 4.2.4 (ii))</p> <p>The monthly report should also include the information in point 15 herein and shall be in the form of Appendix D hereto.</p>
<p>15. Engine Installation/Removal Notification Requirements (clause 4.2.6)</p> <p>Engine installation and removal dates.</p> <p>Aircraft Total Hours and Total Cycles at Engine installation and removal.</p> <p>Aircraft serial number and position of the Engine.</p>	<p>16. Certain Lessee Obligations Concerning Indemnities (clause 4.4.6)</p> <p>The following actions are required by the Additional Indemnities and shall be performed by Lessee at its expense:</p> <p>Maintain the ownership placard that Lessor has installed on the Engine, or if requested by Lessor, affix and maintain any such ownership placard that Lessor may provide to Lessee during the Term.</p>
<p>17. Consequences of Partial Loss (clause 7.2.1(ii))</p> <p>Engine remains on lease</p>	<p>18. Stipulated Amount (clause 7.3.1; annex 1, definition)</p> <p>See Schedule 1 attached</p>
<p>19. Reinsurance (clause 8.1)</p> <p>Reinsurance shall be provided if required for Lessee to meet the requirements of Annex 4.</p>	<p>20. Redelivery Location (clause 11.1 (i); annex 1, definition)</p> <p>DDP WERC UK facility, Bridgend, Wales</p>
<p>21. Redelivery-additional requirement (clause 11.1 (ii))</p>	<p>22. Final Inspection-other tests (clause 11.3.1 (ii))</p> <p>Redelivery procedures in accordance with the attached <i>Schedule 1</i>, inclusive of a current test cell run, long term preservation in accordance with the manufacturer's procedures, complete engine video borescope inspection, "C" check, or equivalent inspection, dual release FAA/EASA serviceability tag and additional requirements as described in the attached <i>Schedule 1</i>.</p>
<p>23. Redelivery-Additional Documentation (clause 11.4 (viii))</p> <p>See Appendix F attached</p>	<p>24. Transportation – supplemental requirements (clause 11.5)</p> <p>Manufacturer's published recommendations, including completely sealing and covering the Engine, complying with proper equipment tie-down procedures and the use of air-ride suspension vehicles.</p>
<p>25. Additional Amounts – Term Extension (clause 11.6.2)</p> <p>See Schedule 1 attached</p>	<p>26. Differing Period (clause 14.1 (i))</p> <p>N/A</p>

<p>27. Notices (clause 16.5)</p> <p>Electronic mail, courier or by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested) as follows:</p> <p><u>For Lessor:</u></p> <p>Bank of Utah, as Owner Trustee 50 South 200 East, Suite 110 Salt Lake City, UT 84111 U.S.A. Attention: Corporate Trust Email: corptrust@bankofutah.com Telephone No: +1 (801) 924-3690</p> <p>With a copy to Beneficiary at: Willis Lease Finance Corporation 60 East Sir Francis Drake Blvd., Suite 209 Larkspur, CA 94939 U.S.A. Attn: General Counsel Email: dpoulakidas@willislease.com Telephone.: +1 (415) 408-4732</p> <p><u>For Lessee:</u></p> <p>Pakistan International Airlines Corporation Limited PAI Head Office Old Airport, Terminal 1 Karachi, 75200 Pakistan Attn: Amir Ali, Chief Technical Officer PAI Engineering and Maintenance Dept, Head Office Karachi Airport, Karachi Email: amir.ali.piac.aero Telephone No.: +922199044365</p> <p>CFO: Name: Khalil ullah Shaikh Email: cfo@piac.aero</p> <p>Treasurer: Name: Asif Zia Email: khibcpk@piac.aero</p>	<p>28. Contracting by Fax/Electronic Writing (clause 16.6)</p> <p>Execution by facsimile or electronic media is not acceptable.</p>
<p>29. Governing Law (clause 16.7)</p> <p>State of New York</p>	<p>30. Nonexclusive Jurisdiction (clause 16.8.1(ii))</p> <p>Courts of the State of New York and the United States District Court located in the Borough of Manhattan, New York City.</p>
<p>31. Additional Indemnitees (annex 1, definition) (for use, inter alia, in definition of "Indemnitees")</p> <p>The parties listed on Appendix E hereto shall be (i) Additional Indemnitees and (ii) shall be named and listed as additional insureds as their names appear and in each capacity as specified on Appendix E hereto under the Insurances. The party so identified on Appendix E hereto shall be the Sole Loss Payee and each of the parties so identified on Appendix E hereto shall be named as a "Contract Party" under the AVN67B (Hull All and Hull War Endorsement) endorsement of the Insurances.</p>	<p>32. Business Day (annex 1, definition)</p> <p>New York City, San Francisco, Salt Lake City, and Karachi, Pakistan</p>

33. Use Fee Amount (Cycle) (annex 1, definition) (for use in definition of "Use Fees (Cycle)") See Schedule 1 attached	34. Use Fee Amount (Flight Hour) (annex 1 definition) (for use in definition of "Use Fees (Flight Hours)") See Schedule 1 attached
35. Scheduled Final Date (annex 1, definition) (for use in definition of "Final Date") April 17, 2022	36. Principal Taxation Jurisdictions (annex 1 definition) (for use in definition of "Lessor Tax") United States
37. Calculation Discount Rate (annex 1, definition) (for use in definition of Termination Damage Amount) 5% per annum	38. Threshold Amount (annex 1, definition) \$10,000
39. Required Liability Amount (annex 4, clause 4) At least US\$750,000,000	40. Deductibles (annex 4, clause 8) Not more than US\$300,000 for aircraft hull and \$10,000 for Spares.

Part II – Modifications Applicable Where Lessee Is Not an Airline or Other Operator of Engines

Pursuant to 2.1.4 of the Lease Agreement, the Master Agreement is modified as follows ("N/A" denotes non-applicability):

Sublease: N/A

Part III – Other Modification to Master Agreement

As regards this Lease Agreement, the Master Agreement is further modified as:

The delivery location is SRT facility, Zurich, Switzerland (the "Delivery Location"). Lessor, on behalf of Lessee, will arrange for the transport of the Engine Package CPT to Quaid-E-Azam International Airport in Karachi, Pakistan (the "Destination") (Incoterms 2010) and, in connection thereof, Lessee will pay Lessor the amount set forth on Schedule 1 hereto (the "Shipping Costs") on or before the Commencement Date. Upon the arrival of the Engine Package at the Destination, Lessee, or its agent, will be responsible for performing at its own cost the importation declaration formalities. For the avoidance of doubt, and notwithstanding anything to the contrary herein, "delivery" (as such term is used herein) shall be deemed to take place, this Lease Agreement (including, without limitation, Lessee's obligations to pay Rent and insure the Engine Package hereunder) shall commence, and risk shall pass to Lessee, upon Lessor's delivery of the Engine Package to the carrier at the Delivery Location. In the event that the aggregate amount of all costs incurred by Lessor (i) in connection with the abovementioned transport (including, without limitation, any costs of performing export and/or import customs formalities, duties, taxes, fees and/or other charges, as applicable) and/or (ii) as a result of Lessee's delay in taking possession of the Engine Package at the Destination (including, without limitation, storage costs) exceeds the amount of the Shipping Costs paid by Lessee to Lessor hereunder, then Lessee will reimburse Lessor upon demand for the difference.

All references to the term "JAA" are replaced with the term "EASA", if applicable.

3.1 Delete ", promptly following the date on which the last Use Fees are payable under 3.3," and replace with ", promptly following the date on which the Lessee has performed all of its obligations under this Lease Agreement including the redelivery of the Engine Package in accordance with the terms of this Lease Agreement and the payment of all sums due under this Lease Agreement,"

Insert the following clause: "3.7.4 All payments by Lessee to Lessor shall originate or otherwise come from a bank that is neither sanctioned nor specifically restricted by the United States of America, European Union or United Nations."

4.6.2 insert the words "(to include the additional costs incurred as a result of the Engine requiring the repair)" in the first line after the word "Engine" and before the comma.

Insert the following clause: "4.6.4 Lessor shall be responsible for Engine repairs related to normal wear and tear and engine failure except if caused by Lessee's negligence, improper transportation and/or mishandling of the Engine, operational mishandling of the Engine, operation of the Engine beyond limits, or a foreign object."

6.1(i) add the following clause at the end of the sentence after the word "Consents": ", provided, however, Lessee agrees that it will not export or divert the Engine contrary to or in violation of the United States of America's export control and/or economic sanction laws."

7.3.1 amend the preamble to such clause such that the second reference to "Lessor" is replaced with "Sole Loss Payee (as defined in Part I, point 31 of the Lease Agreement)".

10.2.3(vii) (b) insert the word "materially" before the word "increase".

11.2.1 add the following sentence at the end of this clause: "All maintenance tasks related to the return of the Equipment (including, without limitation, Equipment testing, inspections, MPD tasks, preservation tasks, Equipment repairs, Airworthiness Directives accomplished, Service Bulletins accomplished, and any other associated tasks) are to be included on the serviceable tag."

11.3.1 insert the words "and upon a minimum of seven (7) days' advance notice to Lessor (or such other period as stated in the Lease Agreement) of the time and location so that Lessor may have an agent present during such video borescope and performance tests" after the word "redelivery" and before the comma.

11.3.2 insert the words "and shall repair at Lessee's sole expense any defects for which Lessee is responsible under 4.6 of the Master Agreement" after the clause "required by 11.3.1" and before the period.

11.4. (iv) change the words to read "Engine statement or computerized record, certified by the operator, of Engine hours and cycles to include, as a minimum, the Engine hours and cycles at each installation and removal;

11.4. (v) insert the word "current" before "engine".

11.4 (vi) insert the word "current" before "serviceability" and insert the words, "required by Section 11.2.1" after the word, "tag".

12.2 Delete "provided Lessor has notified Lessee thereof within 30 Business Days of redelivery." And replace it with "provided Lessor has notified Lessee within 30 Business Days of redelivery that Lessor intends to procure the repair of the Engine."

12.3 Insert "to the extent" after "repairs" and before "contemplated".

14.1(vi) is deleted and replaced with the following:

"(vi) an "Event of Default" is continuing under any Lease Agreement entered into between Lessee and Lessor utilizing this Master Agreement, and/or an "Event of Default" or "Default" (each, as defined in the applicable agreement) is continuing under any other "Lease" or "Lease Agreement" or "Aircraft Engine Lease Agreement" or similar agreement entered into between Lessee, as lessee, and Lessor or any Related Party, as lessor, whether or not utilizing this Master Agreement. As used herein, "Related Party" means: (a) Willis Lease Finance Corporation ("Willis"), (b) any affiliate of Willis, (c) any joint venture of which Willis is a shareholder, or (d) any owner trust of which any of the foregoing persons (a)-(c) is a beneficiary."

16.11. Add the following sentence at the end. "Each Lease Agreement shall be executed in at least four (4) serially numbered counterparts, only counterpart 1 of which shall be deemed chattel paper for financing purposes and shall be so marked."

16.13 Add a period after the word "Agreement" and delete the remainder of the sentence. Add the following after the first sentence:

"Lessee will cooperate with Lessor in order to register the Lease Agreement with the International Registry established pursuant to the Cape Town Convention (as defined below). Lessor shall initiate a registration of the Lease Agreement and Lessee shall consent to such registration, or appoint a professional user for such purpose, with such consent to be lodged within 36 hours of initiation of the registration by Lessor."

Lessor also intends to record this Lease Agreement with the Department of Transportation, Federal Aviation Administration, FAA Registry, Oklahoma City, Oklahoma, the appropriate authority in Pakistan, and with such other similar authority in each jurisdiction where the Engine may be leased from time to time, the reasonable costs of which shall be borne by Lessor. Upon the termination of this Lease Agreement for any reason whatsoever, each of the parties will execute and deliver to the other party promptly such documents and discharges as the other party may reasonably request in order to file a termination of this Lease Agreement with the FAA or other authority and evidence of the discharge of the Lease Agreement with the International Registry.

For purposes of this Lease Agreement:

"Cape Town Convention" shall mean the Convention on International Interests in Mobile Equipment (the "Convention") and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "Protocol"), both signed in Cape Town, South Africa on November 16, 2001, together with any protocols, regulations, procedures, rules, orders, agreements, instruments, amendments, supplements, revisions or otherwise that have or will be subsequently made in connection with the Convention and/or the Protocol by the "Supervisory Authority" (as defined in the Protocol), the "International Registry" or the "Registrar" (as defined in the Convention) or an appropriate "registry authority" (as defined in the Protocol) or any other international or national body or authority."

16.15. Delete this entire section and any other reference to it in the Master Agreement.

16.16 (i) is deleted in its entirety and replaced with the following: "(i) (a) Lessee may not assign or transfer any of its rights or obligations under this Agreement or any Lease Agreement without the prior written consent of Lessor and any such attempted assignment shall be null and void. (b) Lessor shall have the absolute right to transfer or assign, for security purposes or otherwise, to any person, firm, corporation or other entity, any or all of Lessor's rights, obligations, benefits and interest under this Agreement or any Lease Agreement or to any Engine Package."

Insert the following clause: "16.17 Lessor's Lender Following receipt of notice from Deutsche Bank Trust Company Americas, as Security Trustee, or any other party designated in writing by Lessor ("Lessor's Lender"), to Lessee that an "Event of Default", as defined in the mortgage and security agreement between Lessor and Lessor's Lender (the "Mortgage"), has occurred, Lessor's Lender shall be entitled to exercise all rights, remedies, powers and privileges of Lessor, as lessor, to the exclusion of Lessor, provided that the rights of Lessor's Lender under the Mortgage shall be subject in all respects to the rights of the Lessee under this Lease and, so long as no event of Default under the Lease shall have occurred, Lessor's Lender will not interfere with the Lessee's quiet and peaceful possession, use and enjoyment of the Engine leased under this Lease."

Insert the following clause: "16.18 Trustee Capacity. It is understood and agreed that the Lessor is entering into this Lease Agreement solely in its capacity as owner trustee under a trust agreement and that Lessor shall not be liable or accountable in its individual capacity in any circumstances whatsoever except for its own gross negligence or willful misconduct and as otherwise expressly provided in such trust agreement, all such individual liability being hereby waived, but otherwise shall be liable or accountable solely to the extent of the assets of the trust estate (as defined in such trust agreement)."

Annex 1 is modified as follows:

If applicable, a new definition "**EASA**" is added and means the European Aviation Safety Agency, which is the joint regulatory authority relating to civil aviation matters in the European Union or such other governmental or European Union entity that may replace it from time to time.

Add a new definition "Sole Loss Payee" has the meaning defined in Part I, point 31 of the Lease Agreement.

Annex 4 is modified as follows:

1.(a) "AVN52C" is changed to "AVN52E".

1.(a) Add the following at the end of the paragraph: "(however, the total War Risks Liability coverage including Third Party War Risks must be the same amount as the combined single limit either by the purchase of Excess Third Party War Risks insurance and/or any other applicable government sponsored insurance program for aviation war risk liabilities)".

1.(c) Add the following after the word "air" in the second line "with respect to peril (a) of AVN 48B".

1.(d) Delete “aviation hull” and replace with “aviation hull/spares” in the first line and delete “LSW555B” in the second line and replace with “LSW555D”.

6(ii) Amend to read “name each of Lessor and the Sole Loss Payee as a “Contract Party” ” under the AVN67B (Hull All and Hull War Endorsement) endorsement, and”.

The term “Hull All Insurance” is changed to “Hull All Risks Insurance” wherever it appears.

10. In the second sentence of the italicized paragraph, the word “equipment” is changed to “Engine”.

Part IV – Schedule and Appendices

Schedule 1 hereto contains proprietary commercial information which will not be filed with the FAA.

Appendix A hereto is the form of **Acceptance Certificate**, the execution of which, as contemplated by point 6 above, effects or evidences Lessee’s acceptance of the Engine hereunder.

Appendix B hereto is the Life Limited Parts List as contemplated by point 13 above.

Appendix C hereto is the Component and QEC Listing as contemplated by point 13 above.

Appendix D hereto is the form of Monthly Engine Utilization Report as contemplated by point 14 above.

Appendix E hereto is the list of Additional Insureds as contemplated by point 19 above and the list of Additional Indemnitees as contemplated by point 31 above.

Appendix F hereto is the list of the Redelivery-Additional Documentation as contemplated by point 23.


Appendix G hereto is the Engine Certification statement.

Appendix H hereto is the Recognition Agreement as contemplated in point 3B above.


Appendix I hereto is the form of Deregistration Power of Attorney as contemplated in point 3B above.

Appendix J hereto is the form of Lessee Acknowledgment as contemplated in point 3B above.

IN WITNESS whereof, Parties have executed this Lease Agreement on the respective dates specified below.

<p>PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, as Lessee</p> <p> Air Marshal Arshad Malik Chief Executive Officer Pakistan International Airlines</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE, as Lessor</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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IN WITNESS whereof, Parties have executed this Lease Agreement on the respective dates specified below.

<p>PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, as Lessee</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>BANK OF UTAH, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE, as Lessor</p> <p>BY:  _____</p> <p>NAME: <u>Jon Croasmun</u></p> <p>TITLE: <u>Senior Vice President</u></p> <p>DATE: _____</p>

Schedule 1
Lease Agreement

3. Payments Due (clause 2.3.3) – **3. Payments Due** (clause 2.3.3) – \$195,000.00 (\$45,000 Rent due on Commencement Date plus (\$150,000.00 cash Security Deposit)

7. Deposit and/or Letter of Credit (clause 3.1) – Cash Deposit of \$150,000.00

8. Rent (clause 3.2; annex 1, definition) – \$45,000.00 per month

18. Stipulated Amount (clause 7.3.1; annex 1, definition) – \$10,000,000.00

22. Final Inspection-other tests (clause 11.3.1 (ii)) -

Notwithstanding anything to the contrary in this Lease Agreement, Lessor will provisionally waive the requirement for a full performance test cell run ("Test Cell Run") and accept an OEM generated Engine Condition Monitoring health report Return ("ECM Return") in its place, subject to and in accordance with the terms and conditions set forth herein below. Two (2) weeks prior to Lessor's receipt of the ECM Return Notice (as defined below), Lessee shall provide to Lessor, for Lessor's review, preliminary Engine Condition Monitoring ("ECM") or Engine Health Monitoring ("EHM") (as applicable) data and operating history (installation until the then-current date). If no unusual and/or unacceptable conditions (as defined below) are noted within such preliminary data and history, then, immediately after the final flight, Lessee will provide to Lessor and the original equipment manufacturer ("OEM"), for each of their respective review, final ECM or EHM (as applicable) maintenance data and operating history (installation until the then-current date), in a format approved by the OEM for the purpose of issuing the Engine health summary, and authorization for Lessor and the OEM to access such ECM or EHM (as applicable) data. Lessor will invoice and Lessee agrees to pay the then current rate for an OEM generated Engine Condition Monitoring health report (the 2017 rate is US\$5,000) for the ECM Return. If no unusual and/or unacceptable conditions are noted within such final data and history, then Lessor will accept an ECM Return in place of a Test Cell Run. If, on the other hand, any unusual and/or unacceptable conditions are identified during review of either the preliminary or the final ECM or EHM (as applicable) data or operational history, in each case, that cannot be troubleshot and/or corrected while on wing, then Lessee shall be required to cause a Test Cell Run to be performed on the Engine by an FAA FAR Part 145 or EASA Part 145 approved repair station reasonably acceptable to Lessor at Lessee's sole expense. As used herein, "unusual and/or unacceptable conditions" means any discrepancies, defects and/or excursions from the base line that have not been corrected in accordance with the applicable aircraft maintenance manual prior to review of the preliminary or final, as the case may be, ECM or EHM (as applicable) data. In addition to the ECM Return (or, if applicable, the Test Cell Run), (i) Lessee will perform or cause to be performed on the Engine immediately prior to its return to Lessor, at Lessee's sole expense, a full (compressor, combustion and turbine sections) video borescope inspection ("Borescope Inspection") to be accomplished after the ECM Return (or, if applicable, the Test Cell Run); (ii) the Engine and its QEC will be inspected to the equivalent of the requirements of the respective aircraft manufacturer's Maintenance Planning Document ("MPD") "C" Check, or engine Stagger Check (as applicable); and (iii) any outstanding tasks required by Lessee's approved maintenance program and maintenance schedule will be performed.

As identified and required above, throughout the Term, Lessee will monitor and record Engine performance and, at redelivery, Lessee will provide complete and legible ECM or EHM (as applicable) data, to include both take off and cruise performance and mechanical parameters covering the complete installation term of such Engine since delivery. If Lessee fails to provide the required ECM or EHM (as applicable) data or the Engine's operating, maintenance and inspection history, then Lessee shall be required to cause a Test Cell Run to be performed on the Engine by an FAA FAR Part 145 or EASA Part 145 approved repair station reasonably acceptable to Lessor at Lessee's sole expense. If review of the Engine's operating, maintenance or inspection history, or ECM or EHM (as applicable) data throughout the Term, do not meet acceptable standards for the Engine, or the Borescope Inspection or Engine or QEC inspection identifies any unusual and/or unacceptable conditions with respect to the Engine, or the Engine condition is not consistent with the OEM's published unrestricted reinspection intervals, then Lessee will immediately notify Lessor of the findings.

If the ECM Return, aforementioned required data, operating or maintenance history, Borescope Inspection or Engine or QEC inspection or, if required, the Test Cell Run identifies an unusual and/or unacceptable condition for which Lessee is responsible under clause 4.6.2 of the Master Agreement, as amended herein, related to or arising from foreign object damage, Lessee's acts or omissions, misuse or abuse, including, but not limited to, incorrect or unauthorized settings or overspeed, then Lessee will be responsible for the cost of repairing the Engine to return it to the acceptable standard for the Engine. Lessee shall be liable for repairs and/or correction of the condition that results in the reinspection interval for which Lessee is responsible, as required by clause 4.6.2 of the Master

Agreement, as amended herein. For the avoidance of doubt, the Engine shall continue to remain on lease until the aforementioned repairs and/or corrections have been completed to Lessor's satisfaction.

Lessee shall provide Lessor with a minimum of two (2) weeks' advance notice of Lessee's intention to perform the ECM Return (the "ECM Return Notice"), Borescope Inspection and, if required, the Test Cell Run, and a minimum of ten (10) days' advance notice prior to performing the Borescope Inspection and, if required, the Test Cell Run, so that Lessor shall have time to have a technical representative present during such Engine inspections and tests, as applicable. Lessee will also provide Lessor with a minimum of ten (10) days' advance notice of the location of such Engine inspections and/or tests, as applicable. In the event Lessee fails to provide the advance notice to Lessor and Lessee performs any inspections and/or tests, as applicable, without Lessor's technical representative present to witness same, Lessee will be required to re-perform such inspections and/or tests, as applicable, with Lessor's technical representative present. In the event that the Engine is Unserviceable due to a condition that Lessor is responsible to repair in accordance with this section, the requirement of clause 11.4(vi) of the Master Agreement will be waived with respect to such condition.

Lessee will return the Engine through the Willis Lease Managed Return Program, as documented in and subject to the terms and conditions of a separate, stand-alone Lease Return Management Agreement ("LRMA") at a basic cost not to exceed US\$33,990.00 (2017 pricing) provided that the requirement for a Test Cell Run is not deemed necessary. If a Test Cell Run is required, the additional costs will be payable by the Lessee and details of the costs involved will be outlined in the LRMA. The LRMA will be provided upon Lessee's execution of this Lease Agreement.

25. Additional Amounts – Term Extension (clause 11.6.2) –

125% of the Rent for the Engine Package, payable weekly in arrears, for each day following the expiration of the Term until the Engine Package is returned to Lessor in the condition required by Section 11 and pursuant to all other terms and conditions of the Lease Agreement.

In addition, failure by Lessee to return any Part to Lessor, or failure to return any Part in accordance with the requirements of the Lease Agreement, upon termination of the Lease shall result in Lessor purchasing such Part on behalf of Lessee at up to full list price and invoicing Lessee for such cost plus a handling fee equal to 13% of such cost, which fee is capped at \$5,000.00 per Part. Lessee shall pay such invoice for such Additional Amounts within 30 days of receipt.

33. Use Fees: Per Engine per the grid below:

Pakistan Int'l Air, Short Term, 2021 Rates CFM56-5B4 (TI or NTI), High Severity, 10% Proven Derate		
Ratio	Hourly	Cyclic
0.5 up to 0.5999	\$ 844.27	\$ 223.30
0.6 up to 0.6999	\$ 703.56	\$ 223.30
0.7 up to 0.7999	\$ 603.05	\$ 223.30
0.8 up to 0.8999	\$ 527.67	\$ 223.30
0.9 up to 0.9999	\$ 469.04	\$ 223.30
1.0 up to 1.0999	\$ 422.13	\$ 223.30
1.1 up to 1.1999	\$ 395.63	\$ 223.30
1.2 up to 1.2999	\$ 374.23	\$ 223.30
1.3 up to 1.3999	\$ 356.83	\$ 223.30
1.4 up to 1.4999	\$ 342.64	\$ 223.30
1.5 up to 1.5999	\$ 331.09	\$ 223.30
1.6 up to 1.6999	\$ 317.11	\$ 223.30
1.7 up to 1.7999	\$ 305.05	\$ 223.30
1.8 up to 1.8999	\$ 294.62	\$ 223.30
1.9 up to 1.9999	\$ 285.57	\$ 223.30
2.0 up to 2.0999	\$ 277.72	\$ 223.30

2.1 up to 2.1999	\$ 268.74	\$ 223.30
2.2 up to 2.2999	\$ 260.71	\$ 223.30
2.3 up to 2.3999	\$ 253.50	\$ 223.30
2.4 up to 2.4999	\$ 247.04	\$ 223.30
2.5 up to 2.5999	\$ 241.22	\$ 223.30
2.6 up to 2.6999	\$ 233.95	\$ 223.30
2.7 up to 2.7999	\$ 227.25	\$ 223.30
2.8 up to 2.8999	\$ 221.06	\$ 223.30
2.9 up to 2.9999	\$ 215.33	\$ 223.30
3.0 up to 3.0999	\$ 210.02	\$ 223.30
3.1 up to 3.1999	\$ 205.08	\$ 223.30
3.2 up to 3.2999	\$ 200.48	\$ 223.30
3.3 up to 3.3999	\$ 196.20	\$ 223.30
3.4 up to 3.4999	\$ 192.19	\$ 223.30
3.5 up to 3.5999	\$ 188.45	\$ 223.30
3.6 up to 3.6999	\$ 184.95	\$ 223.30
3.7 up to 3.7999	\$ 181.67	\$ 223.30
3.8 up to 3.8999	\$ 178.60	\$ 223.30
3.9 up to 3.9999	\$ 175.71	\$ 223.30
4.0 up to 4.0999	\$ 173.01	\$ 223.30

If the hour:cycle ratio decreases or increases, the flight hour charge will be increased or decreased proportionally. On 01 January 2022 and each January 1st thereafter, Use Fees will be adjusted based on actual operating environment, severity, proven derate level, and hour:cycle ratio, and will be escalated by the percentage of the OEM's non-LLP part price (for flight hours) and OEM's LLP part price (for flight cycles) for such year.

35. Scheduled Final Date: (annex 1, definition) (for use in definition of "Final Date") - At the end of the Term, but only upon thirty (30) days prior written notice to Lessor and provided that no Event of Default has occurred and is continuing under the Lease Agreement, Lessee may elect to extend the Scheduled Final Date for one (1) consecutive period of one (1) month, subject to Lessor's agreement, at then agreed upon terms and conditions.

Part III – Other Modification to Master Agreement

N/A

Appendix A

Acceptance Certificate

Bank of Utah
50 South 200 East, Suite 110
Salt Lake City, UT 84111 U.S.A.
Attention: Corporate Trust

Re: **Acceptance of Engine Package**

Dear Sir/Madam,

Reference is made to the Lease Agreement between you ("**Lessor**") and us ("**Lessee**") dated May 12, 2021 ("**Lease Agreement**") regarding the leasing by Lessee of one (1) CFM International model number CFM56-5B4/P aircraft engine bearing manufacturer's serial number 575195 ("**Engine**"). Terms used herein without definition have the meanings assigned in the Lease Agreement.

Lessee hereby confirms to Lessor that:

(i) on _____, 2021 at SRT facility, Zurich, Switzerland, Lessee accepted delivery of the Engine, as described in **Part I, point 1** of the Lease Agreement and the Engine Documentation, as described in **Part I, point 13** of the Lease Agreement;

(ii) **Appendices B & C** to the Lease Agreement lists all Parts so received by Lessee; and

(iii) the Engine Documentation confirms the Engine Flight Hours and Engine Flight Cycle information and data summarized on **Appendix B** to the Lease Agreement.

**PAKISTAN INTERNATIONAL AIRLINES
CORPORATION LIMITED**

By: _____

Date: _____

Appendix B

Life Limited Parts List

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Fan Rotor	1	338-070-705-0	21X75195	61348.25	28907
HPC Rotor	2	1897M1HG01	31X75195	61348.25	28907
HPT Rotor	3	1897M11HG01	62X76195	61348.25	28907
LPT Rotor	4	338-092-303-0	64X75195	61348.25	28907
LPT Blades	7	1957M72P02	575195 VARIOUS	10836.6	5395

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Although the information in this report has been obtained from sources which Willis Lease Finance Corporation (as Senicer) believes to be reliable, any such information may be incomplete or condensed. All data and information included in this report is for information purposes only, and is not intended as official documentation with respect to the purchase of this engine.

Appendix C Component and QEC List

ETT:		61348.25	LOCATION:		SRT Zurich			
ETC:		28907	OPERATOR:		SWISS			
TECHNICAL DEPARTMENT VERIFICATION BY:		ED O'LOUGHLIN	DATE:		25-Feb-2021			
RECORDS DEPARTMENT VERIFICATION BY:		S. BROWN	DATE:		14-Apr-2021			

QTY	DESCRIPTION	TYPICAL PART NUMBER	P/N	S/N	TSN	TSO	TSI/TSR	REMARKS
0	AIR STARTER	301-806-901-0						NOT PROVIDED
1	ALTERNATOR, STATOR	2123M03P02	9387M17P09	HTL17884	69,245.60	2,794.60	2,794.60	
1	BURNER STAGING VALVE	1527M33P10	44E64-8	GRT1M343	61,348.25	61,348.25	30,261.57	
1	CHIP DETECTOR	301-800-401-0	301-800-401-0	YU090791-V	N/R	N/R	N/R	
1	CLOGGING INDICATOR TRANSMITTER	QA07638ISS1	N/V	RJ40-1643	N/R	N/R	N/R	
1	DEBRIS MONITOR	301-800-301-0	301-800-301-0	YU085680	N/R	N/R	N/R	
1	ECU SOFTWARE	2044M38P07	2044M38P08	NSN	N/R	N/R	N/R	Version 5.B.T.F1
1	ELECTRONIC CONTROL UNIT - ECU	2123M55P04	2123M58P03	LMDN3745	62,110.43	62,110.43	62,110.43	
1	ELECTRICAL HARNESS - WIRING EGT COUPLING	301-800-104-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT LOWER	301-796-004-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT UPPER	301-795-904-0	NV	NV	N/R	N/R	N/R	
1	FUEL FILTER DOWNSTREAM	301-807-203-0	FA00914D	YY018235-J	N/R	N/R	N/R	
1	FUEL FLOW TRANSMITTER	1853M48P04	8TJ167GHH1	GDB0158M	61,348.25	61,348.25	61,348.25	
1	FUEL PUMP	301-797-402-0	724400	YA006847-F	61,348.25	30,261.57	30,261.57	ALT PN 301-797-402-0
1	FUEL, HYDROMECHANICAL UNIT	1348M79P13	8061-536	WYGD2954	N/R	0.00	0.00	
1	FUEL, SERVO HEATER	301-789-102-0	301-789-101-0	YB001245-A	N/R	30,261.57	30,261.57	ALT PN 45731-1381
1	IDENTIFICATION PLUG	390-611-201-0	390-611-301-0	PB008840-P	N/R	N/R	0.00	
1	IGNITION, EXCITER UNIT LOWER	9238M66P08	10-631045-2	UNJ54428	61,348.25	61,348.25	61,348.25	
1	IGNITION, EXCITER UNIT UPPER	9238M66P08	10-631045-2	UNJ52612	61,348.25	61,348.25	61,348.25	
1	OIL, IDG OIL COOLER	301-790-101-0	45731-1391	YB005717-H	N/R	3,086.45	3,086.45	
1	OIL, LUBRICATION UNIT	337-075-105-0	337-075-105-0	10011	61,348.25	61,348.25	30,261.57	
1	OIL, VISUAL INDICATOR	301-799-403-0	NV	NV	N/R	N/R	N/R	
1	OIL/FUEL HEAT EXCHANGER	301-780-602-0	11-841193-4	26487	N/R	N/R	N/R	ALT PN 301-780-704-0
1	SENSOR, N1 SPEED	320-557-503-0	320-557-502-0	YH596638-D	61,348.25	61,348.25	10,836.60	
1	SENSOR, N2 SPEED	320-549-005-0	320-549-004-0	YJ193824	61,348.25	61,348.25	61,348.25	
1	SENSOR, T3	1853M47P02	8TC10AR1	GDBM8909	61,348.25	61,348.25	10,836.60	
1	SENSOR, TEMP T12	301-794-602-0	301-794-603-0	YC138505-2	50,578.30	50,578.30	50,578.30	ALT PN RP198-02
1	SENSOR, VIBRATION, TRF	144-405-000-033	144-405-000-033	83960	N/R	N/R	N/R	
1	VALVE, FUEL RETURN	301-810-903-0	D22AA1043	80073	16,993.30	N/R	2,886.30	ALT PN 301-807-401-0
1	VALVE, HPT CLEARANCE CONTROL	1960M28P05	1960M28P06	WCP0813J	19,534.12	19,534.12	19,534.12	ALT PN 329695-5
1	VALVE, LPT CLEARANCE CONTROL	301-796-303-0	301-796-302-0	YR016107-9	53,284.82	53,284.82	10,836.60	ALT PN C25175000-1
1	VALVE, TRANSIENT BLEED	1853M12P04	1853M12P04	GRTV4257	31,215.48	31,215.48	3,086.45	
1	VBV HYDRAULIC GEAR MOTOR	301-774-709-0	398800-12	YA015625-5	N/R	708.17	708.17	
1	VBV POSITION SENSOR	301-808-002-0	VG22-01	YY105159-J	N/R	708.17	708.17	
1	VBV STOP MECHANISM	301-781-404-0	3282970-4	EM609067-E	N/R	708.17	708.17	
1	VSV ACTUATOR LH	1324M12P10	1211313-010	VC743	N/R	3,086.45	3,086.45	
1	VSV ACTUATOR RH	1324M12P10	NV	NV	N/R	N/R	N/R	

QTY	DESCRIPTION	TYPICAL PART NUMBER	P/N	S/N	TSN	TSO	TSI/TSR	REMARKS
1	ELECTRICAL HARNESS CJ11L	325-014-802-0	325-014-802-0	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS CJ11R	320-290-101-0	320-290-101-0	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS CJ12L	325-014-901-0	325-014-901-0	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS CJ12R	320-290-301-0	320-290-301-0	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS CJ13	320-401-201-0	320-401-201-0	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS DPM	320-298-101-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J10	320-372-601-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J11	320-354-401-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J12	320-296-801-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J13	320-401-101-0	NV	NV	N/R	N/R	N/R	

1	ELECTRICAL HARNESS J7	320-401-401-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J8	320-392-702-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS J9	320-364-202-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT - 2TC	301-795-804-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT - 2TC	301-795-804-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT - 2TC	301-795-804-0	NV	NV	N/R	N/R	N/R	
1	ELECTRICAL HARNESS - WIRING EGT - 3TC	301-795-705-0	NV	NV	N/R	N/R	N/R	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5578R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5583R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5577R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5579R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5574R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5585R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G16	1317M47G16	PCY66970	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G16	1317M47G16	PHC908J7	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5582R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5580R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5573R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5575R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5588R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G16	1317M47G16	PHC6F349	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G16	1317M47G16	PHC620J2	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5584R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5581R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5576R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5586R	N/R	10,836.60	10,836.60	
1	FUEL NOZZLE	1317M47G01	1317M47G01	PCY5587R	N/R	10,836.60	10,836.60	
1	GEARBOX, ACCESSORY	338-089-703-0	338-089-702-0	WJ1992	N/R	N/R	N/R	
1	GEARBOX, TRANSFER	338-089-601-0	NV	NV	N/R	N/R	N/R	
1	HPTCC THERMOCOUPLE	1324M94P03	2124M12P01	GJA72410	N/R	N/R	10,836.60	
1	IGNITION LEAD ASSY LH	9387M24P16	90433110-16C	UHKC4593	N/R	N/R	10,836.60	
1	IGNITION LEAD ASSY RH	9387M24P16	90433110-16C	UHN412BF	N/R	N/R	10,836.60	
1	OIL CAP INDICATOR	335-260-905-0	NV	NV	N/R	N/R	N/R	
1	OIL TANK	301-909-702-0	24F5202	YT096030-M	61,348.25	30,261.57	30,261.57	
QTY	DESCRIPTION	TYPICAL PART NUMBER	P/N	S/N	TSN	TSO	TSI/TSR	REMARKS
1	SENSOR, TEMP T25	301-797-701-0	301-797-701-0	YC058355-0	61,348.25	N/R	N/R	
1	ALTERNATOR, ROTOR	2123M62P01	NV	NV	N/R	N/R	N/R	
1	IGNITER PLUG, MAIN LH	1374M12P10	NV	NV	N/R	N/R	N/R	
1	IGNITER PLUG, MAIN RH	1374M12P10	NV	NV	N/R	N/R	N/R	
1	SENSOR, VIBRATION, #1 BEARING	301-799-601-0	NV	NV	N/R	N/R	N/R	

		ETT:	61348.25	LOCATION:	SRT Zurich					
		ETC:	28907	OPERATOR:	SWISS					
		TECHNICAL DEPARTMENT VERIFICATION BY:	ED O'LOUGHLIN	DATE:	2/25/21					
		RECORDS DEPARTMENT VERIFICATION BY:	S. BROWN	DATE:	4/14/21					
QTY	DESCRIPTION	PPBM REFERENCE 00-02	71	TYPICAL P/N	P/N	S/N	TSN	TSO	TS/TSR	REMARKS
0	ANTI-ICE VALVE	Figure 15 Item 55		642D0010-507						NOT PROVIDED
0	BLEED, HP REGULATOR VALVE	Figure 14 Item 145		6773E010000						NOT PROVIDED
0	BLEED, IP CHECK VALVE	Figure 14 Item 125		22936010000						NOT PROVIDED
0	COWL, INLET	Figure 18 Item 5		642-1000-505						NOT PROVIDED
0	EXHAUST CENTERBODY	Figure 19 Item 5		238-0451-523						NOT PROVIDED
0	EXHAUST NOZZLE	Figure 20 Item 5		642-4001-501						NOT PROVIDED
1	FUEL FILTER DIFF PRESS SWITCH	Figure 10 Item 65		238D1024-505	NV	NV	N/R	N/R	N/R	
0	HYDRAULIC FILTER ASSY	Figure 9 Item 150		QA06305						NOT PROVIDED
0	HYDRAULIC PUMP (MICKERS/ABEX)	Figure 9 Item 105		887673 OR 4205400						NOT PROVIDED
0	IDG	Figure 8 Item 25		740119H						NOT PROVIDED
1	MOUNT, AFT BEAM ASSY	Figure 6 Item 1		642-2301-501	642-2301-501	P2125	N/R	N/R	N/R	
1	MOUNT, FWD BEAM ASSY	Figure 5 Item 1		642-2006-503	642-2000-25	P2381	N/R	N/R	N/R	
1	OIL, LOW PRESSURE SWITCH	Figure 11 Item 45		238D1024-501	NV	NV	N/R	N/R	N/R	
1	OIL, PRESSURE TRANSMITTER	Figure 11 Item 20		238D1015-507	NV	NV	N/R	N/R	N/R	
1	OIL, QTY TRANSMITTER	Figure 11 Item 75		238D1016-509	74-110-3	74	N/R	N/R	N/R	
1	OIL, TEMPERATURE SENSOR	Figure 11 Item 165		642D5751-503	NV	NV	N/R	N/R	N/R	
0	VALVE, AIR STARTER	Figure 12 Item 70		301-810-602-0						NOT PROVIDED
QTY	DESCRIPTION	PPBM REFERENCE 00-02	71	TYPICAL P/N	P/N	S/N	TSN	TSO	TS/TSR	REMARKS
1	ADAPTER RING ASSY	Figure 21 Item 1		ALL450-006-0	NV	NV	N/R	N/R	N/R	
0	TUBE - ANTI ICE SUPPLY	Rohr SB RA320-71-126 KIT P/N RA32071-126-551		642-1004-503						NOT PROVIDED
0	HOSE, MID STG PRESSURE TO PYLON	Figure 14 Item 205		9700H0981-17						NOT PROVIDED
0	HOSE, HP PRESSURE TO PYLON	Figure 14 Item 185		238D0581-507						NOT PROVIDED
0	BLEED, PRESS REGULATOR VALVE	Figure 14 Item 150		6774E010000						NOT PROVIDED
1	DRAIN MANIFOLD	Figure 13 Item 50		238-0802-503	238-0802-503	NSN	N/R	N/R	N/R	
0	DRAIN MAST	Figure 1 Item 35		238-0808-507						NOT PROVIDED
1	DRAIN, RESERVOIR MODULE	Figure 13 Item 75		238-0811-501	238-0811-501	NSN	N/R	N/R	N/R	
0	DRAIN TUBE (6.00 NEAR EXH SLEEVE)	Figure 20 Item 30		238-0801-535						NOT PROVIDED
1	DUCT, ASSY CORE, TAI	Figure 15 Item 90		238-0602-503	238-0602-503	1352	N/R	N/R	N/R	
1	DUCT, ASSY FWD, TAI	Figure 15 Item 50		238D0611-505	238D0611-505	K-91581	N/R	N/R	N/R	
1	DUCT, ASSY MIDDLE, TAI	Figure 15 Item 70		238D0611-507	238D0611-507	K-91839	N/R	N/R	N/R	
1	DUCT, ASSY MIDDLE, TAI	Figure 15 Item 70		238D0611-507	238D0611-507	K-91839	N/R	N/R	N/R	
0	DUCT INTERFACE	Figure 1 Item 45		642D5752-501						NOT PROVIDED
1	DUCT, LOWER HP	Figure 14 Item 35		642-5510-501	642-5510-501	NSN	N/R	N/R	N/R	
1	DUCT, MIDSTAGE ELBOW	Figure 14 Item 110		238-0502-503	238-0502-503	1286	N/R	N/R	N/R	
1	DUCT, MIDSTAGE TEE	Figure 14 Item 140		642-5503-501	642-5503-501	1009	N/R	N/R	N/R	
1	DUCT, START ASSY LOWER	Figure 12 Item 75		238D0551-509	NV	NV	N/R	N/R	N/R	
1	DUCT, START ASSY UPPER	Figure 12 Item 60		238D0551-517	238D0551-517	1492	N/R	N/R	N/R	
1	DUCT, TEE HP	Figure 14 Item 65		642-5511-503	642-5511-503	1007	N/R	N/R	N/R	
1	DUCT, UPPER HP	Figure 14 Item 50		642-5508-503	642-5508-503	NSN	N/R	N/R	N/R	
1	FIRE DETECTOR, CORE	Figure 16 Item 100		642-5855-503	642-5855-503	NV	N/R	N/R	N/R	
1	FIRE DETECTOR, FAN	Figure 16 Item 155		238-0851-509	238-0851-509	NV	N/R	N/R	N/R	
1	FIRE SHIELD (CORE 6 O'CLOCK)	Figure 15 Item 15		238-0610-511	238-0610-511	NV	N/R	N/R	N/R	
1	FUEL MAIN SUPPLY HOSE	Figure 10 Item 140		AE707422-2	AE707422-2	1394	N/R	N/R	N/R	10,836.30
1	FUEL RETURN HOSE ASSY	Figure 10 Item 160		AE709461-1	AE709461-1	NSN	N/R	N/R	N/R	
1	HARNESS, #1 BEARING VIB SENSOR	Figure 17 Item 165		642W9818-505	642W9818-505	NSN	N/R	N/R	N/R	
1	HARNESS, ASSY ECS	Figure 7 Item 20		642W9958-501	642W9958-501	NSN	N/R	N/R	N/R	
1	HARNESS, ASSY LEFT SIDE	Figure 17 Item 175		642W9815-503	642W9815-503	NSN	N/R	N/R	N/R	
1	HARNESS, ECU CHANNEL "A"	Figure 17 Item 160		642W9810-505	642W9810-505	NSN	N/R	N/R	N/R	

1	HARNESS, ECU CHANNEL "B"	Figure 17 Item 170	642W9811-507	642W9811-507	NSN	N/R	N/R	N/R	
1	HARNESS, ECU TO CHANNEL "A" T/R	Figure 17 Item 215	642W9812-505	642W9812-505	NSN	N/R	N/R	N/R	
1	HARNESS, ECU TO CHANNEL "B" T/R	Figure 17 Item 220	642W9813-505	642W9813-505	NSN	N/R	N/R	N/R	
1	HARNESS, FIRE DETECTOR, CHANNEL A	Figure 17 Item 185	642W9819-503	642W9819-503	NSN	N/R	N/R	N/R	
1	HARNESS, FIRE DETECTOR, CHANNEL B	Figure 17 Item 180	642W9820-503	642W9820-503	NSN	N/R	N/R	N/R	
1	HARNESS, IDG CONTROL & ANTI ICE	Figure 17 Item 155	642W9814-503	642W9814-503	NSN	N/R	N/R	N/R	
1	HARNESS, IDG POWER	Figure 17 Item 225	642W9817-501	642W9817-501	NSN	N/R	N/R	N/R	
1	HARNESS, THRUST REVERSER CH "A" AND "B"	Figure 17 Item 205	642W9821-501	642W9821-501	NSN	N/R	N/R	N/R	
1	HARNESS, TURBINE, FIRE DETECTOR, CHANNEL A	Figure 7 Item 30	642W9955-501	642W9955-501	NSN	N/R	N/R	N/R	
1	HARNESS, TURBINE, FIRE DETECTOR, CHANNEL B	Figure 7 Item 35	642W9956-501	642W9956-501	NSN	N/R	N/R	N/R	
1	HARNESS, VIBRATION SENSOR	Figure 7 Item 25	642W9957-501	642W9957-501	NSN	N/R	N/R	N/R	
1	HYDRAULIC CASE DRAIN, LOWER (SMALL)	Figure 9 Item 225	AE705925-31	AE705925-31	NSN	N/R	N/R	N/R	
1	HYDRAULIC CASE DRAIN, UPPER (SMALL)	Figure 9 Item 230	AE709459-3	AE709459-3	NSN	N/R	N/R	N/R	
1	HYDRAULIC DISCONNECT (HYD COUPLING HALF-SUCTION HOSE)	Figure 9 Item 205	AE81266P	AE81266P	NSN	N/R	N/R	N/R	
1	HYDRAULIC HOSE, PRESSURE LINE (MEDIUM)	Figure 9 Item 270	238D0660-503	238D0660-503	NSN	N/R	N/R	N/R	
1	HYDRAULIC HOSE, SUCTION LINE (LARGE)	Figure 9 Item 200	238D0659-501	238D0659-501	NSN	N/R	N/R	N/R	
0	HYDRAULIC LOW PRESSURE SWITCH	Figure 9 Item 180	50-1-3100-00						NOT PROVIDED
1	IDG OAD	Figure 8 Item 5	740123A	740123A	3222	N/R	N/R	0.00	
1	IDG, HOSE ASSY	Figure 8 Item 120	642-5926-501	642-5926-501	NSN	N/R	N/R	N/R	
1	IDG, HOSE ASSY	Figure 8 Item 135	642-5926-502	642-5926-502	NSN	N/R	N/R	N/R	
1	IDG, HOSE ASSY	Figure 8 Item 125	642-5926-503	642-5926-503	NSN	N/R	N/R	N/R	
1	IDG, HOSE ASSY	Figure 8 Item 130	642-5926-504	642-5926-504	NSN	N/R	N/R	N/R	
1	IDG, HOSE, TO COOLER INLET	Figure 8 Item 140	AE708821-1	AE708821-1	NSN	N/R	N/R	N/R	
1	IDG, HOSE, TO COOLER OUTLET	Figure 8 Item 145	AE708821-2	AE708821-2	NSN	N/R	N/R	N/R	
1	PWD MOUNT FAN CASE BRACKET L/H	Figure 5 Item 60	238-0207-505	NV	NV	N/R	N/R	N/R	
1	PWD MOUNT FAN CASE BRACKET R/H	Figure 5 Item 100	238-0207-506	NV	NV	N/R	N/R	N/R	
QTY	DESCRIPTION	PPBM REFERENCE 00-02	TYPICAL P/N	P/N	S/N	T/SN	T/SO	T/SITSR	REMARKS
1	QEC KIT		642K9001-211	642K9001-211	NSN	N/R	10,836.30	10,836.30	

ETT:		61348.25	LOCATION:	SRT Zurich					
ETC:		28907	OPERATOR:	SWISS					
TECHNICAL DEPARTMENT VERIFICATION BY:		ED O'LOUGHLIN	DATE:	2/25/21					
RECORDS DEPARTMENT VERIFICATION BY:		S. BROWN	DATE:	4/14/21					
QTY	DESCRIPTION	TYPICAL PART NUMBER	PART NUMBER	SERIAL NUMBER	REMARKS				
1	MVP BAG	5305-7WL2	53071-WL2-NTP	NSN					
0	STAND	D71STA00004G08			STAND P/N & S/N TO REPLACEMENT AGSE STAND				
1	STAND, BASE	AM-2563-200	AM-2563-227	482					
1	STAND, CRADLE	AM-2718-C1	AM-2718-01	191					
2	TOW BAR	AM-1803-719	NV	NSN					
1	STEERING BAR	AM-2811-2011	AM-2811-2011	NSN					

ETT: 61348.25		LOCATION: SRT Zurich
ETC: 28907		OPERATOR: SWISS
TECHNICAL DEPARTMENT VERIFICATION BY: ED O'LOUGHLIN		DATE: 2/25/21
RECORDS DEPARTMENT VERIFICATION BY: S. BROWN		DATE: 4/14/21
INSIDE MINIPACK LOCATION: ATTACHED INTERNALLY IN FWD FAN CASE AT 3:00 pos		
DATE ISSUED	DESCRIPTION	Original
25-Feb-21	SRT EASA FORM 1 DUAL RELEASE	X
25-Feb-21	SRT CAAC AAC-038 RELEASE CERTIFICATE	X
25-Feb-21	SRT CARRY FORWARD SHEET	X
7-Dec-20	SWISS PRESERVATION TAG	X
OUTSIDE MINIPACK LOCATION : IN DOCUMENTS POUCH BAG ON FWD R/H SIDE OF MVP BAG ALF		
DATE ISSUED	DESCRIPTION	Original
25-Feb-21	SRT EASA FORM 1 DUAL RELEASE	X
25-Feb-21	SRT CAAC AAC-038 RELEASE CERTIFICATE	X
25-Feb-21	SRT CARRY FORWARD SHEET	X
7-Dec-20	SWISS PRESERVATION TAG	X
PRESERVATION INFORMATION		
Date engine fuel and oil systems preserved	12/7/2020	
Fuel System Preserved	YES	
Fluid Used to preserve Fuel System	ROYCO481	
Oil System Preserved	YES	
Fluid used to preserve Oil System	BRAYCO-885	
Oil Tank drained	NO	
Engine serviced with oil type	MOBIL JET OIL II	

Appendix D



Monthly Engine Utilization and Status Report

Utilization Data is DUE on the 10TH Business Day of Each Month

To:

Willis Lease Finance Corp.

Attention: Finance Department

e-mail: ar@willislease.com or

Fax: +1 415-408-4706 (email preferred)

Attention: Technical Department

e-mail: bmatson@willislease.com

e-mail: apatterson@willislease.com

From: _____

Company Name: _____

Customer Fax#: _____

Customer e-Mail: _____

Month/Year: _____ / _____

1. Engine Model: _____	2. Serial Number: _____
3. Total TIME Since New: Hours: _____ Minutes: _____ Total CYCLES Since New: _____	
4. Proven Derate Percentage: _____ Attach supporting documents.	
5. HOURS Flown During Month: Hours: _____ Minutes: _____	
6. CYCLES Flown During Month: Total Cycles: _____ Current Thrust Rating : _____	
7. Aircraft: A/C Model: _____ Registration: _____ Position: _____	8. Thrust Categories Operated Throughout Lease: Rating: _____ Cycles: _____ Rating: _____ Cycles: _____ Rating: _____ Cycles: _____
9. Date Installed: _____ Or Date Removed: _____	10. Reason for Removal:
11. Location of Engine (Country):	Please enter amount of Overhaul Reserves Paid this Month: \$

Appendix E

**Additional Insureds
Additional Indemnitees**

Casualty Insurance:

Sole Loss Payee:

MUFG Union Bank, N.A., its Successors and/or Assigns,
as Security Agent & Administrative Agent
P.O. Box 30115
CLTS – Doc 192
Los Angeles, CA 90030-0115 U.S.A.
Tel: +1 323-720-7396
Fax: +1 323-720-2687
e-mail: CLTSINS@unionbank.com

Liability Insurance:

Additional Insureds:

MUFG Union Bank, N.A., its Successors and/or Assigns,
as Security Agent & Administrative Agent
P.O. Box 30115
CLTS - Doc 192
Los Angeles, CA 90030-0115 U.S.A.
Tel: +1 323-720-7396
Fax: +1 323-720-2687
e-mail: CLTSINS@unionbank.com

Bank of Utah,
in its individual capacity and as Owner Trustee
50 South 200 East, Suite 110
Salt Lake City, Utah 84111 U.S.A.
Attn: Corporate Trust
Fax: +1 801.746.3519
e-mail: corptrust@bankofutah.com

Willis Lease Finance Corporation
60 East Sir Francis Drake Blvd., Suite 209
Larkspur, California 94939 U.S.A.
Attn: General Counsel
Fax: +1 (415) 408-4701
e-mail: insurance@willislease.com

The respective directors, officers, employees, agents and affiliates of the foregoing additional insureds and their respective successors and assigns.

Appendix F

Redelivery--Additional Documentation

- a. Current FAA Form 8130-3 Airworthiness Approval Tag with Dual EASA release or Current EASA Form 1 Airworthiness Approval Tag with Dual FAA release.
- b. Current LLP Status to include LLP cycles usage and LLP cycles remaining by each thrust category.
- c. Current Airworthiness Directive (AD) status and any AD compliance throughout the Term, to include Airframe ADs associated with the Engine and QEC installed parts.
- d. List of SB/ASB/AOW complied with during the Term.
- e. Copy of logbook (if applicable).
- f. Logs of Engine Flight Hours and Engine Flight Cycles operated during the Term.
- g. All relevant defect or pilot reports/occurrences during the Term.
- h. Documentation for all inspections performed in accordance with the operators approved maintenance program throughout the Term. (Include Engine Mount inspection status).
- i. Documentation for all scheduled and unscheduled maintenance performed throughout the Term. (Include Gas path wash, results of any On-wing tests performed, Fan Blade Lube status and Blade Map, and if applicable to engine model the current Tap Test and any Test results.)
- j. ECM data (Take Off and Cruise) to include both mechanical and performance parameters for all operation of the Engine throughout the Term.
- k. A document showing the average derated Take Offs recorded for the Engine throughout the Lease Term.
- l. Airworthiness Release Forms and applicable trace for components and accessories replaced during the Term.
- m. Complete Accessory and QEC/EBU component inventory.
- n. Oil consumption throughout the Term.
- o. List of carry forward / Deferred maintenance items.
- p. Engine preservation documentation to include a) the date and term of preservation, b) the preservation of the fuel and oil system, c) the Engine purged of residual fuels, d) the type of fuel system preservation fluid used, e) the type of oil system preservation used and f) the oil tank drained of oil.
- q. Copy of the engine preservation tag (original to be shipped with Engine).
- r. All original documentation and records provided with the Engine at Delivery.

*** Combination Statement Template Includes:**

- s. Statement identifying the Engine's serviceability status at time of its removal
- t. ETOPS status Statement. (For Non-ETOPS operators, a statement identifying that the modification standard of the Engine has not been lowered from its as-delivered status will be required)
- u. Statement identifying that the Engine did not reach or exceed any limitations throughout the Term.
- v. Statement identifying that the Engine experienced no abnormal occurrences throughout the Term.
- w. Statement identifying any operation in or near volcanic ash cloud throughout the Term.
- x. Statement identifying no Non-OEM approved repairs were incorporated into the engine/QEC.
- y. Statement identifying no Non-OEM approved parts are installed on engine/QEC.
- z. Statement identifying EEC software changes during the Term (if applicable by engine model).
- aa. Oil type(s) used throughout the Term.
- bb. Statement identifying any use of CIS Fuels and additives during the Term.
- cc. Statement identifying any Fatty Acid Methyl Ester (FAME) Contamination.
- dd. Statement that the Engine was maintained and operated in accordance with the manufacturer's practices, procedures and approved data throughout the Term.

*** Engine Installation and Removal History Template Includes:**

- ee. Aircraft registration and serial number, installed position(s), all thrust(s) operated, and Total Aircraft Time (TAT) and Total Aircraft Cycles (TAC) at installation(s) and removal(s) of the Engine.

*** Non Incident Statement Template Includes:**

- ff. A certificate stating that, during the Term, the Engine was not (a) involved in an accident, incident, fire or a major failure, (b) exposed to stress or heat beyond limits, (c) immersed in salt water or exposed to corrosive agents outside normal operation, or (d) operated by a Government Entity. (Specimen attached to this Lease Agreement as Appendix G.)

* Annotates templates provided by WLFC for lessee (operator) certification

Appendix G

To be printed on Operator's letterhead

ENGINE CERTIFICATION

This statement certifies that Engine _____ s/n _____, has not been involved in an incident or accident, major failure, or fire, nor has the Engine or the parts installed thereon, been immersed in salt water or exposed to corrosive agents outside normal operation, been subjected to extreme stress or heat nor been obtained from any Government, Military or Unapproved Source while Leased and/or Operated by _____, and in the case of a part installed on the Engine while Leased and/or Operated by _____, has not been subjected to, or removed from an engine that has been involved in an incident or accident, major failure, or fire, or been subjected to extreme stress or heat nor been obtained from any Government, Military or Unapproved Source.

Engine status at time of Delivery to _____:

Engine Total Time: _____ Engine Total Cycles: _____ Date: _____

Engine status at time of Redelivery to _____:

Engine Total Time: _____ Engine Total Cycles: _____ Date: _____

Signature:

Name:

Title:

Date:

Appendix H

[to be printed on company letterhead]

Recognition Agreement

_____, 2021

Bank of Utah,
as Owner Trustee
50 South 200 East, Suite 110
Salt Lake City, UT 84111 U.S.A.

Re: **Recognition of Rights/Interests in Engine**

Dear Sir/Madam,

Reference is made to the Lease Agreement dated as of May 12, 2021 between you and Pakistan International Airlines Corporation Limited ("**Lessee**") ("**Master Engine Agreement**") permitting Lessee to lease one (1) CFM International model CFM56-5B4/P (NTI) aircraft engine, bearing serial number 575195 ("**Engine**") on a short-term basis.

We hold a proprietary interest in [aircraft type and model] bearing manufacturer's serial number [msn] ("**Aircraft**").

In consideration of the benefits associated with the use of the Engine on the Aircraft, subject to the terms of the Master Engine Agreement, we hereby agree to:

- (i) recognise your and your creditors' rights and interests in the Engine installed on the Aircraft; and
- (ii) not claim or assert, as against you or your creditors, any right, title or interest in the Engine arising by virtue of the installation of such Engine on the Aircraft.

This letter (Recognition Agreement) shall be governed by and construed in accordance with the laws of New York.

[person with proprietary interest in the Aircraft]

By: _____
Date: _____

Appendix I

Deregistration Power of Attorney
(the "Power of Attorney")

The undersigned, **PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED** (the "**Company**") this _____ day of _____, _____ refers to the Lease Agreement dated May 12, 2021 (as novated, amended and supplemented from time to time, the "**Agreement**") between BANK OF UTAH, not in its individual capacity but solely as owner trustee ("**Lessor**") and the Company with respect to (1) CFM International model CFM56-5B4/P (NTI) engine with serial number 575195, together with QEC Kit, Shipping Stand, MVP Bag and Engine Documentation (as defined in the Agreement) (collectively, the "**Engine**").

As security for the performance of the Company's obligations under the Agreement, the Company hereby IRREVOCABLY APPOINTS each of the Lessor and Willis Lease Finance Corporation (each an "**Attorney**"), each with power to act severally, its true and lawful attorney to perform the following acts upon its behalf and in its name or otherwise:

(a) to execute and to do and perform on behalf of the Lessee and in the name of the Lessee or otherwise to deliver any applications, documents, forms, consents, instruments, undertakings, declarations, or certificates which may be appropriate or required in connection with the Lessee's obligations under the Agreement (including without limitation all rights of the Lessee with respect to any insurances and/or reinsurances and/or proceeds thereof in relation to the Engine and/or any Part (as defined in the Agreement) and/or the Engine Documentation) and to obtain any and all permits, licenses, approvals, or consents required to foreclose, repossess, deregister, and/or export the Engine from Pakistan upon the termination of the leasing of the Engine under the Agreement whether by expiration of time or otherwise

(b) AND generally to do any and all such acts and things and to execute under seal or under hand (as appropriate) and to deliver any and all documents under seal or under hand (as appropriate) as may be appropriate, requested, or required to give effect to any of the terms of the transactions contemplated above or to exercise any of the powers granted herein;

AND the Company hereby undertakes from time to time and at all times to indemnify the Attorney against all costs, losses, claims, expenses, damages and liabilities incurred by such Attorney in connection herewith and further undertakes to ratify and confirm whatsoever the Attorney shall reasonably and lawfully do or cause to be done in or by virtue of this Power of Attorney;

AND for the better doing, performing and executing of the matters and things aforesaid the Company hereby further grants unto the Attorney full power and authority to substitute and appoint in its place one or more attorney or attorneys to exercise for its as attorney or attorneys of the company any or all the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other or others in place of such attorney or attorneys as the Attorney shall from time to time think fit.

This Power of Attorney is irrevocable and shall remain in full force and effect until the Engine has been returned to the Lessor in the condition required by the Agreement and will not be discharged or revoked under any other circumstances.

The Company represents, warrants and covenants that this Power of Attorney constitutes the valid, legally and irrevocably binding obligation of the Company, enforceable against the Company in accordance with its terms.

This Power of Attorney shall be governed by the laws of Pakistan.

**PAKISTAN INTERNATIONAL AIRLINES
CORPORATION LIMITED**

By: _____
Name: _____
Title: _____

Appendix J

Form of Lessee Acknowledgment

LESSEE ACKNOWLEDGMENT

From: Pakistan International Airlines Corporation Limited (the "**Lessee**")

To: Bank of Utah, not in its individual capacity but solely as owner trustee (the "**Lessor**")

Date: _____, 2021

Re: One (1) CFM International model CFM56-5B4/P aircraft engine, bearing serial number 575195 (the "**Engine**")

Ladies and Gentlemen:

We acknowledge receipt of the Notice of Security Assignment dated as of on or about the date hereof (the "**Assignment Notice**") relating to the issuance of notes by Willis Engine Structured Trust III (the "**Issuer**") and notifying us that, in connection with such issuance, pursuant to the Security Trust Agreement dated as of May 12, 2021 (the "**Security Trust Agreement**") among the Lessor, the Issuer, the Security Trustee and the other parties named therein, the Lessor has assigned to the Security Trustee, as security, all of the Lessor's right, title and interest in and to the Lease Agreement dated as of August 28, 2017 between the Lessor and the Lessee (as amended, supplemented, assigned or otherwise modified from time to time, the "**Lease**") incorporating and supplementing the terms of the Master Short-Term Engine Lease Agreement, 2002 (IATA Document No. 5016-00). Capitalized terms used herein and not defined shall have the meanings assigned to them in the Assignment Notice.

We acknowledge that the Lessor has advised us that the intent and effect of the assignment by the Lessor of the Lease Documents pursuant to the Security Agreement is to confer upon the Security Trustee, from and after the Effective Date, all rights, title and interest of the Lessor under the Lease and the other Lease Documents.

We hereby agree as follows with effect solely from and after the Effective Date (except as otherwise specified below):

- (1) To comply with the provisions of the Assignment Notice (including the insurance requirements set forth therein).
- (2) If the Security Trustee issues to us a Relevant Notice, we agree that we shall thereafter perform, observe and comply with all our other terms, undertakings and obligations under the Lease and the other Lease Documents in favor and for the benefit of the Security Trustee as if the Security Trustee were named as lessor therein instead of the Lessor.
- (3) We agree that after issue by the Security Trustee of any Relevant Notice, we shall not recognize the exercise by the Lessor (or the Servicer) of any of its rights and powers under the Lease Documents unless and until requested to do so in writing by the Security Trustee.
- (4) Effective as of the Effective Date (and for the period until you receive written notice from the Security Trustee that the Engine is no longer subject to the Security Trust Agreement) each of (a) the Lease, (b) the Trust Agreement, (c) the Indenture, (d) the Security Trust Agreement, (e) the Servicing Agreement, (f) the Assignment Notice and (g) this Acknowledgement, shall be listed as a "Contract" with respect to the aviation and general third party liability insurance (including the war liability insurance) required to be maintained by the Lessee under the Lease Documents.

- (5) Effective as of the Effective Date, for all purposes of the Lease Documents all monies that may be payable by us or on our behalf under the Lease Documents shall be paid to the Account unless and until the Security Trustee otherwise directs in writing.
- (6) We will deliver to the Security Trustee insurance certificates and letters of undertaking evidencing compliance with the Assignment Notice on or before the Effective Date.

THIS ACKNOWLEDGMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Acknowledgement and the undertakings contained herein are irrevocable unless we receive notice in writing to the contrary from the Security Trustee.

Very truly yours,

For and on behalf of

**PAKISTAN INTERNATIONAL AIRLINES
CORPORATION LIMITED**

By: _____
Name:
Title: